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103423208 U.S. DEPARTMENT OF COMMERCE Form PTO-1594 (Rev. 07/05) United States Patent and Trademark Office OMB Collection 0651-0027 (exp. providuo) RECORDATION FORM COVER SHEET TRADEMARKS ONLY To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below, 1. Name of conveying party(les): 2. Name and address of receiving party(les) T Yes Additional names, addresses, or citizenship attached? ₩ No DomainPeople, Inc. Name: Silver Point Finance, LLC, as internal agent Association Individual(s) Address: General Partnership Limited Partnership Street Address: 2 Greenwich Plaza X Corporation- State: Delaware City: Greenwich Other\_ State: CT Citizenship (see guidelines) 06830 USA Country: Zip: Additional names of conveying parties attached? Association Citizenship General Parlnership Citizenship 3. Nature of conveyance )/Execution Date(s): Execution Date(s) April 3, 2007 Limited Partnership Citizenship Corporation Citizenship Assignment Merger Other\_LLC Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Security Agreement Change of Name Other 4. Application number(s) or registration number(s) and identification or description of the Trademark. B. Trademark Registration No.(s) A. Trademark Application No.(s) Additional sheet(s) attached? Yes No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Laura Konrath Internal Address: Winston & Strawn LLP 90 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card Authorized to be charged to deposit account 35 W. Wacker Dr. Street Address: \_ Enclosed 8. Payment Information: City: Chicago a. Credit Card Last 4 Numbers Zip: 60601 State: **Expiration Date** 312-558-6352 Phone Number: b. Deposit Account Number 232428 312-558-5700 Fax Number:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0149, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1459, Alexandria, VA 22313-1459

lkonrath@winston.com

Signature

Name of Person Signing

Email Address: 9. Signature;

Authorized User Name <u>L</u>

TRADEMARK

Date

Total number of pages including cover sheet, attachments, and document:

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**SCHEDULE 1** 

# **Trademark Security Agreement**

TRADEMARKS REGISTRATIONS

Mark	Country	Serial/Reg. No	Regi Date	
DOMAINPEOPLE.COM	U.S.	2779332	11/4/2003	DomainPeople, Inc.
LOGO	U.S.	2779331	11/4/2003	DomainPeople, Inc.
DOMAINPEOPLE	U.S.	2517450	12/11/2001	DomainPeople, Inc.
DOMAINPEOPLE & DESIGN	Canada	TMA651005	10/20/2005	DomainPeople, Inc.
LOGO	Canada	TMA606019	3/23/2004	DomainPeople, Inc.
DOMAINPEOPLE.COM	Canada	TMA624468	11/3/2004	DomainPeople, Inc.

#### TRADEMARK APPLICATIONS

**Trademark** 

Date Filed

Application No.

Contination Item 4

#### TRADEMARK LICENSES

Agreement

**Parties** 

Date of Agreement Subject Matter

As Licensee

As Licensor

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	FINE COVER SHEET	
TRADEMA	RKS ONLY 10130-4 (2)	
To the Director of the U.S. Petershand Trademark Office: Plan	ne record live attached documents or the new address (es) below.	
Hame of conveying party(les):	2. Name and address of receiving party(law)	
DomainPeople, Inc.	Arhittered names, addresses, or citizenship stacked?	
Trime it is a party in the control of the control o	Name: Silver Point Pinance, LLC, as	
	Internal agent	
Individual(s) Association	Address:	
General Partnership Limited Partnership Corporation-State: Delantare	Street Address: 2 Greenwich Plaza	
Other	Cly: Greenvich	
Citizenship (see guidelines)	Stele:	
Additional runnes of conveying pastine structual?	Country: 118A 7tp: 06830	
Committee or description in the Mark		
2. Nature of conveyance //Execution Date(e) :	General Pathership Citizanette	
Execution Date(s) April 3, 2007	Linited Parlmaratio Citarratio	
Assignment	M Other LLC Citizenship Delaware	
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A. Trademark Application No.(8)	B. Trademerk Registration No.(s)	
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C. Identification or Description of Trademark(s) (and Film	Additional sheet(s) attached? Yes Ale	277933
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Name: Laura Concath	registrations involved: 3	72
Internal Address: Wington & Stynum LLP	7. Total fee (37 CFR 2.5(b)(6) & 3.41) \$ 90	
	Authorized to be charged by cradit card	\$90.0D
Street Address: 35 W. Nackor Dr.	Authorized to be charged to deposit account	륋
	☐ Enclosed	55
Chi <u>r</u> Chicago	S. Payment information:	5
State: II. Zip: 60601	a. Credit Card Last 4 Numbers	
Prisme Number: 312-558-6352	Expiration Data	
Fax Number: 312-558-5700	b. Deposit Account Number 232428	
Email Address: Licenzatherington.com	Authorized User Name 12 12 5001314	<u>ر</u>
9. Signature:	6/20/67	
Signature	Date	· .
Laura Elevante	Tried waterer of pages including cover sheet, asiaclestering, and decuments	
Name of Person Signing		Pladaete
Mail Stop Assignment Recordation Services, Director	of) Should be fissed by (271) 273-0101, or Visited by: of the USSFTO, P.O. Box 1460, Alexandria, VR 22313-1400	I sel
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#### TRADEMARK SECURITY AGREEMENT

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#### (TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, DomainPeople, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit and Guaranty Agreement dated as of April 3, 2007 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Hostway Corporation, Grantor, certain other subsidiary guarantors from time to time party thererto, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Silver Point Finance, LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of April 3, 2007 (as amended, restated, supplemented or modified from time to time, the "Security Agreement") among Grantor, the other grantors party thereto and Silver Point Finance, LLC, as collateral agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Security Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
- (ii) each Trademark License (as defined in the Security Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third

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parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in <u>Schedule 1</u> hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in <u>Schedule 1</u> hereto, or (ii) injury to the goodwill associated with any of the foregoing.

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Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent representing Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

Winston & Strawn

DOMAINPEOPLE, INC.

By:

Name: DOMALD BLOOUT

Title: TREASURESC

[Trademark Security Agreement (DomainPeople, Inc.)]

Fax Server 7/3/2007 2:15:05 PM PAGE 009/012 Winston & Strawn

ACKNOWLEDGED:

SILVER POINT FINANCE, LLC,

as Collateral Agent

Ву: Name:

Title:

Richard Petrilli Authorized Signatory

[Trademark Security Agreement]

### **SCHEDULE 1** Trademark Security Agreement

#### TRADEMARKS REGISTRATIONS

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#### TRADEMARK APPLICATIONS

**Trademark** 

Date Filed Application No.

#### TRADEMARK LICENSES

Agreement

**Parties** 

Date of Agreement Subject Matter

As Licensee

As Licensor

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**RECORDED: 06/21/2007** 

**TRADEMARK** 

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